



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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**Gloria Molina**  
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**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

**Carlos Jackson**  
*Executive Director*

July 8, 2008

Honorable Board of Commissioners  
Community Development Commission of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE MEMORANDUM OF UNDERSTANDING WITH DEPARTMENT OF  
CHILDREN AND FAMILY SERVICES FOR ACCEPTANCE OF INDEPENDENT  
LIVING PROGRAM FUNDS AND AUTHORIZE INTERAGENCY AGREEMENT WITH  
LOS ANGELES HOMELESS SERVICES AUTHORITY TO FUND EMANCIPATED  
FOSTER YOUTH PROGRAMS (ALL DISTRICTS) (3 Vote)**

**SUBJECT:**

This letter recommends approval of a Memorandum of Understanding between the Department of Children and Family Services (DCFS) and the Community Development Commission for the transfer of Independent Living Program funds from DCFS to the Commission, which will then be transferred to the Los Angeles Homeless Services Authority for the operation of housing programs for transition age youth who have emancipated from the foster care system.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that approval of a Memorandum of Understanding between the Department of Children and Family Services and the Community Development Commission for the acceptance of Independent Living Program funds is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.
2. Approve the attached Memorandum of Understanding between DCFS and the Community Development Commission for acceptance of \$2,133,376 in Independent Living Program (ILP) funds for the operation and contract administration of various County of Los Angeles (County) emancipated foster youth programs, to be effective July 8, 2008, and execution by all parties, through June 30, 2009, with two one-year options for renewal.



3. Authorize the Executive Director to renew the Memorandum of Understanding and extend the term for up to two additional years, following approval as to form by County Counsel.
4. Accept and authorize the Executive Director of the Commission to execute any and all documents necessary to complete the transfer of \$2,133,376 in ILP funds from DCFS to the Commission, of which \$123,000 will be reserved by the Commission for administrative costs.
5. Authorize the Executive Director to enter into and execute an Interagency Agreement, and related documents, with the Los Angeles Homeless Services Authority (LAHSA) for transfer of \$2,010,376 in ILP funds from the Commission to LAHSA for program operation and contract administration, to be effective upon approval as to form by County Counsel and execution by all parties.
6. Authorize the Executive Director to oversee and monitor LAHSA's administration of the ILP housing services contract, including LAHSA's entering into new contracts with current grantees selected from the 2007 Request for Proposals (RFP) process, management of contracts, conducting of additional RFPs, and selection of additional grantees for ILP housing services.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The proposed actions will allow the Commission to continue to accept County ILP housing funds from DCFS, and to transfer these funds, less an administrative fee, to LAHSA for the continued operation of housing programs for transition age youth who have emancipated from the foster care system.

**FISCAL IMPACT/FINANCING:**

The funds provided to the Commission by DCFS will completely fund the Independent Living Program for Fiscal Year 2008-2009. An administrative fee in the amount of \$123,000 will be reserved for the Commission.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The Foster Care Independence Act of 1999 (also known as the John H. Chafee Foster Care Independence Program) allocates funds for foster youth and former foster youth up to the age of 21 in order to help prepare them for independent living. Up to 30% of the annual ILP allocation may be used for housing-related costs to help former foster youth to live independently.

In 2005, the Board of Supervisors approved an Memorandum of Understanding between the Commission and DCFS to oversee the ILP housing allocation until June 30, 2008.

The County's Youth Development Services Partnership (Partnership), which includes representatives from multiple County social service departments, commissions, and private partners, is under the direction of the Chief Executive Officer. The Partnership determined that the critical housing need for emancipated foster youth may be better served by working with the Commission and LAHSA, the County's housing experts. The Commission and LAHSA have expertise in conducting RFPs and managing contracts and performance with community-based organizations that support housing needs.

The Commission, as the County's housing agency, will enter into an Interagency Agreement with LAHSA. The Commission will provide administrative and fiscal oversight to LAHSA for the ILP housing components through Fiscal Year 2008-2009 with two one-year options for renewal, based on available funding and successful performance, and mutual agreement of the parties. The Commission has worked with LAHSA, with programmatic direction from the Youth Development Services Partnership, to develop and implement a work plan for the specific ILP funds.

Through an Interagency Agreement, LAHSA will continue to fund programs for transitional housing to benefit emancipated foster youth.

DCFS is requesting approval for the transfer of funds in a separate agenda item at this meeting.

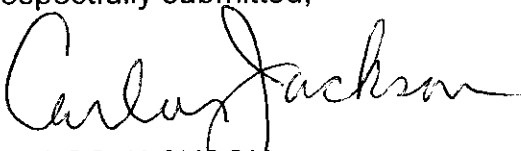
**ENVIRONMENTAL DOCUMENTATION:**

These actions are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

**IMPACT ON CURRENT PROGRAM:**

Homelessness among emancipated foster youth is a national concern. Approval of the recommended actions will ensure that additional housing resources are available to emancipated foster youth.

Respectfully submitted,

A handwritten signature in black ink that reads "Carlos Jackson". The signature is fluid and cursive, with the first name "Carlos" and last name "Jackson" clearly distinguishable.

CARLOS JACKSON  
Executive Director

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**LOS ANGELES COUNTY**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**AND**  
**COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES**  
**TO PROVIDE**  
**INDEPENDENT LIVING PROGRAM HOUSING PROGRAMS**

This Memorandum of Understanding (MOU) or "Agreement" is entered into between the County of Los Angeles, by and through its Department of Children and Family Services (DCFS), and the Community Development Commission of the County of Los Angeles (Commission).

**I. PURPOSE**

DCFS, as the County's Child Welfare Agency, is the recipient of and the administrator of the County's annual allocation of Independent Living Program Funds (ILP Funds), under the Federal Foster Care John Chafee Independent Living Program, as amended, herein call the "Chafee Act", from the State of California through the Department of Social Services (DSS); and

The Design Team was appointed by the Los Angeles County Chief Executive Officer (CEO), now called the Los Angeles County Youth Development Services Partnership (Partnership), to oversee the operations of the Youth Development Services Division of DCFS, the Los Angeles County Probation Department; and

The Partnership has requested the allocation of \$2,133,376 in the Fiscal Year 2008-2009 ILP budget for the administration and funding of housing program units; and

The purpose of this MOU is for the Commission to manage the implementation of the ILP Housing Programs (Program) for emancipated foster youth of Los Angeles County Transitional Housing programs to assist youth in developing independent living skills and assistance in securing and maintaining Permanent Housing. The Commission is to perform all the services set forth in the Program Description, Attachment A to this Agreement, attached hereto and incorporated herein by reference.

## **II. TERM OF MOU**

Services are to commence as of July 8, 2008, and shall be completed no later than June 30, 2009. This Agreement may be extended annually for a maximum of two (2) years by mutual consent of DCFS and the Commission, in the annual sum of \$2,133,376, subject to the receipt of additional funds by DCFS under the Chafee Act for County Fiscal Years 2009-2010 and 2010-2011.

## **III. COMPENSATION FOR SERVICES**

For performance of services described in the attached Program Description, DCFS shall pay the Commission an amount not to exceed two million one hundred thirty-three thousand three hundred seventy-six dollars (\$2,133,376), which payment shall constitute full and complete compensation for the Commission's services and the housing programs to be implemented under this MOU. Said compensation shall be paid by DCFS out of ILP Funds received from the Chafee Act for Fiscal Year 2008-2009, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment, if any, shall be conditioned upon the allocation by the State of said funds to DCFS, and shall not be a charge against any other funds of DCFS. Said funds shall be paid in accordance with the schedule set forth in the Budget, Attachment C, attached hereto and incorporated herein by this reference. Any money received by the Commission hereunder and not incurred for costs pursuant hereto and/or during the term of this Agreement shall be returned to DCFS upon the expiration of the County Fiscal Year in which the Commission incurred costs for the ILP.

## **IV. DCFS RESPONSIBILITIES:**

- A. For Fiscal Year 2008-2009, DCFS shall issue a County warrant to the Commission in the amount not to exceed two million one hundred thirty-three thousand, three hundred seventy-six dollars (\$2,133,376) in a lump sum as specified in the attached Budget. The Youth Development Services Partnership Budget Committee must approve the subsequent transfer of funds before the exercising of the additional two-year options.
- B. DCFS shall periodically monitor the project performance by the Commission on program activities as specified in the Program Description, by review of project records and interviews with the Commission's staff as required by the County of Los Angeles, DSS and the Federal regulations governing projects funded under the Chafee Act. DCFS shall promptly notify the Commission of changes in any regulatory requirements specifically governing the administration of ILP Funds that become effective following the execution of this Agreement.

- C. DCFS may, after review and evaluation of the Program, modify the amount of funds designated for the Program (exclusive of program administration) and/or require the Commission to implement changes in the scope of services to be performed by the Commission.

**V. COMMISSION RESPONSIBILITIES**

- A. The Commission shall request approval from the Board of Commissioners to accept a maximum of \$2,133,376 in ILP Funds from DCFS, effective July 8, 2008 through June 30, 2009 with two one-year options for renewal through June 30, 2011 should DCFS exercise its option to renew.
- B. Upon Board of Commissioner's approval, the Commission shall manage the ILP Funds received from DCFS by ensuring that the ILP Funds are distributed and used in the manner and for the purposes for which they are prescribed in the Program Description, Attachment A. Of the ILP Funds transferred from DCFS to the Commission, the Commission will be compensated based on expenditures up to \$123,000 for its actual and allowable administrative costs and oversight of this Program.
- C. The Commission shall provide an expenditure report to DCFS Finance each quarter within 25 calendar days of the close of the quarter, so DCFS can claim the expenditures for reimbursement by the State.
- D. The Commission will enter into an Interagency Agreement with the Los Angeles Homeless Services Authority (LAHSA) to transfer a maximum of \$2,010,376 in ILP Funds, to be made from time to time at the discretion of the Executive Director of the Commission, for ILP housing programs effective through June 30, 2009, with two one-year options for renewal, provided program goals and outcomes are satisfied, Attachment B. LAHSA will be compensated a maximum of \$164,000 for its own administration and Program costs. The remaining \$1,846,376 will be distributed by LAHSA to various housing providers that have successfully been awarded contracts through the request for proposal process to provide transitional housing services.
- E. The Commission will oversee and monitor LAHSA's implementation and administration of the Program, including conducting a Request for Proposals (RFP) process, review of proposals, selection of grantees and management of contracts. The Commission will oversee the administration of ILP Funds to various housing providers and work with

LAHSA to ensure that all housing facilities provided under the Program are clean, safe and comfortable and to develop and implement the work plan for use of the ILP Funds. The Commission will ensure that LASHA includes the transition youth monitoring report in contracts with the housing providers (Attachment D).

- F. The Commission will follow all applicable State and Federal regulations, including, but not limited to the California Department of Social Services State Regulations, Chapters 23-600 and federal Title IV-E Procurement regulations. Further, the Commission shall ensure that LAHSA abides by all applicable State and Federal regulation, including, but not limited to those referenced above in administering and overseeing the ILP. The Commission will require LAHSA to return all unspent ILP Funds not expended by June 30, 2009, for the designated purposes. Such returned funds will be returned to DCFS within 60 days of the close of the County Fiscal Year.

#### **VI. AMENDMENTS TO THE MOU**

DCFS may modify the amount of ILP Funds designated for the Program (exclusive of program administration) and /or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement. However, any other changes to this MOU must be accomplished by written consent of both parties.

#### **VII. TERMINATION OF MOU**

Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Any unused ILP Funds (exclusive of program administration) must be returned to DCFS by the Commission within 60 days of the close of the County Fiscal Year (June 30, 2009).

LOS ANGELES COUNTY DEPARTMENT  
OF CHILDREN AND FAMILY SERVICES

COMMUNITY DEVELOPMENT  
COMMISSION OF THE COUNTY OF  
LOS ANGELES

By: \_\_\_\_\_  
Patricia S. Ploehn, Director

By: \_\_\_\_\_  
Carlos Jackson, Executive Director

APPROVED AS TO FORM:  
RAYMOND G. FORTNER  
County Counsel

By: \_\_\_\_\_  
Deputy

## **Attachment A**

### **PROGRAM DESCRIPTION**

In order to meet the housing needs of the emancipated foster youth of Los Angeles County, the Commission shall enter into an interagency Agreement with Los Angeles Homeless Services Authority (LAHSA) to procure and administer housing services under the County's Emancipation Services/Independent Living Program. Under this Agreement LAHSA shall manage contracts awarded to community-based organizations that provide the following housing needs. and conduct a Request For Proposal (RFP) process when needed.

#### Transitional Housing

The Transitional Housing programs shall assist emancipated foster youth in developing independent living skills and in moving into permanent housing. The program shall provide housing arrangements for at least one year with supportive services available, targeting special needs of young adults, such as developmental, behavioral, mental health, substance abuse, pregnancy and parenting issues.

#### Other Housing Services

The Youth Development Services Partnership may expand or change the ILP housing program to further meet the needs to assist emancipated foster youth with additional services such as Housing Search & Resource Assistance and/or Rental Subsidies.

## **ATTACHMENT B**

### **PROGRAM GOALS AND OUTCOMES**

#### **Transitional Housing Program Goals**

The program will provide transitional housing and services to emancipated foster youth. Programs will document the number of people who exit the program.

#### **RESIDENTIAL STABILITY**

##### **Performance Target #1: Residential Stability**

By 06/30/2009, 62% of participants served in the program will be placed into permanent housing.

**Required Verification:** A copy of the lease or rental agreement for the participant, documentation of a home visit in the participant case file and case notes in HMIS, or address of new residence AND telephone contact with client within 30 days to verify placement.

##### **Performance Target #2: Residential Stability**

By 06/30/2009, 70% of participants placed in permanent housing will have remained housed for at least six months. This number includes program participants placed in transitional housing since 01/01/07 (six months prior to contract start date) under the 2007-2008 contract for this program.

**Required Verification:** Case manager performing follow-up calls and/or home visits at one-month, four-month, and six-month intervals must be documented in case file and in HMIS.

#### **INCREASE INCOME**

##### **Performance Target #1: Increase Income**

By 06/30/2009, 74% of participants served in the program will obtain income from mainstream health and human services programs (government benefits such as Medicaid, County Mental Health Services, Veterans Benefits, GR, SSI, SSDI, Food Stamps, etc.) **OR** will complete educational training (obtain GED, complete vocational training, or certificate program) and obtain employment.

**Required Verification (Obtain Benefits):** Application for benefits AND the benefits award letter documented in the participant case file and case notes in HMIS.

**Required Verification (Education and Employment):** A copy of the certificate of completion AND copy of pay stubs or letter from employer confirming employment documented in participant case file and in case notes on HMIS.

**Performance Target #2\_\_ : Increase Income**

By 06/30/09, 41% of participants **served** will be employed full-time **OR** receiving disability income when they exit the program.

**Required Verification (Employment):** Copy of pay stubs or letter from employer confirming employment documented in participant case file.

**Required Verification (Disability Income):** Application for disability income AND the award letter documented in the participant case file and case notes in HMIS.

**Attachment C**

**BUDGET**

(July 1, 2008 through June 30, 2009)

**ESTIMATED EXPENDITURES**

<b>TOTAL EXPENDITURES</b>	<b><u>\$2,133,376</u></b>
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LAHSA Administrative expenditure	\$164,000
CDC Administrative expenditure	\$123,000
Transitional Housing Program Expenditure	\$1,846,376

**ESTIMATED REVENUE**

Independent Living Program (ILP) Funds	<b><u>\$2,133,376</u></b>
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<b>TOTAL REVENUE</b>	<b><u>\$2,133,376</u></b>
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## Attachment D

## OUTCOME MEASURES

# Transition Youth Monitoring Report

**DATE:**

**THP**  
**NAME:**

[illegible]

\*            **Referral**  
**Source = DCFS    Or       Probation**

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